THE TOWN OF FORT MYERS BEACH



REQUEST FOR PROPOSALS

TIMES SQUARE INFORMATIONAL BOOTH

for the TOWN OF FORT MYERS BEACH

RFP-15-37-PW

Prepared by:

Town of Fort Myers Beach 2525 Estero Blvd. Fort Myers Beach, FL 33931

TIMES SQUARE INFORMATIONAL BOOTH RFP-15-37-PW – LEGAL AD

The Town of Fort Myers Beach is seeking proposals for a vendor to provide an information booth structure and operation of a twenty foot by fifteen foot (20' x 15') area informational booth in the Times Square Pedestrian Plaza in downtown Fort Myers Beach, Florida.

Estimated operational start date - October 2015.

A mandatory pre-bid conference will be held in Times Square, Fort Myers Beach, FL 33931 at 10:30 A.M. EST on Wednesday, August 19, 2015. (Please plan travel time accordingly - Estero Boulevard is currently under construction).

Town Hall is located at 2525 Estero Boulevard, Fort Myers Beach, Florida 33931. Sealed proposals must be received in Town Hall, attention Contracts Manager, no later than 2:00 p.m. Eastern Standard Time, Monday, August 31, 2015. Any proposal submitted after the specified time and date will not be considered and will be returned unopened to Respondent. Proposals received by telephone, telegraph, facsimile and/or e-mail will not be accepted.

This project requires the Provider(s) selected to be qualified to do business in the State of Florida at the time of submittal and during the entire course of services rendered. The Local Vendor/Contractor preference will not apply to this procurement.

Interested parties must obtain the project documents for **Times Square Informational Booth**, **#RFP-15-37-PW** from www.demandstar.com, www.fortmyersbeachfl.gov, or by calling (239) 765-0202. A non-refundable fee of \$7.50 will be required for each package provided from Town Hall. All requests for packages from Town Hall must be accompanied by a check or money order in the full amount and shall be made payable to: TOWN OF FORT MYERS BEACH. There will be an additional charge to cover expenses if packaging and mailing is required.

Respondents are solely responsible for checking the Town web site for the issuance of any addenda prior to submitting a proposal, and for providing the Town with a current email address for this purpose. If the package is not obtained directly from the Town of Fort Myers Beach, or is modified in any manner, the Proposal will not be accepted for consideration by the Town.

No later than 2:00 PM Eastern Standard Time, Monday, August 31, 2015, Respondents shall submit one (1) original proposal and three (3) identical copies of the Respondent's proposal, along with an electronic copy of the same as a PDF on CD/DVD or flash drive, in a sealed envelope which is clearly and visibly marked on the outside, "Times Square Informational Booth, #RFP-15-37-PW" Respondent's complete name and address shall also appear on the exterior of the proposal package.

The Town of Fort Myers Beach reserves the right, in its sole judgment in the best interest of the Town, to waive any informalities in any proposals; to make award(s) including multiple awards; to waive any non-substantive, in Town's sole judgment, irregularity or technicality in proposals received, and/or to reject any or all proposals.

If activated, the Town's Selection Committee meeting dates will be posted at Town Hall and/or listed on the Town website or please contact the Town at (239) 765-0202 for such information.

It is the Respondent's responsibility to insure the proposal is mailed or delivered by the due date. The Town will not be held responsible for proposals delayed by the U.S. Mail or any other courier. The Town shall not be held liable for any expenses incurred by the Respondent in preparing and submitting the proposal and/or attendance at any interviews, contract negotiations or site visits.

A. RECEIPT OF PROPOSALS:

Estimated operational start date - October 2015.

In the event a team of firms is entering into a joint venture to respond to the RFP, one firm shall be named the prime service provider and the proposal shall be submitted in the name of the prime service provider. All correspondence concerning the RFP will be between the Town and prime service provider.

B. SUBCONTRACTING:

Should the Respondent intend to subcontract all or any part of the work specified, name(s) and address(es) of subcontractor(s) must be provided in proposal response. The Respondent shall be responsible for subcontractor(s)' full compliance with the requirements of the RFP specifications. If awarded the contract, payments will only be made to prime Respondents submitting the proposal. The Town will not be responsible for payments to subcontractors.

C. QUESTIONS ABOUT THE RFP:

Any questions or communications concerning conditions and specifications shall be submitted in writing to the Town representative no later than five (5) business days prior to the proposal due date by fax or e-mail. Communications shall be addressed to Contracts Manager, Phone (239)765-0202; Fax (239) 765-0909; e-mail amy@fortmyersbeachfl.gov. Replies will be issued to all Respondents of record via email as addenda that will become part of the contract documents.

D. ADDENDA:

The Respondent shall include acknowledgment of receipt of addenda (if any) in their sealed proposal. The Respondent should include an initialed copy of each addendum in the proposal package

E. PUBLIC INFORMATION:

All information and materials submitted will become the property of the Town and shall be subject to the provisions of the public records laws in effect at that time. If awarded the contract, the proposal submission, in its entirety, will be included as part of the contract documents and filed, as public record, with the Clerk of the Town.

F. QUALIFICATION PROCEDURES:

All applicants must be qualified to do business in the State of Florida and must have a physical street address (not a post office box) in the State of Florida.

G. INDEMNITY:

The successful Respondent will be required to defend, indemnify and hold the Town harmless from any and all causes of action or claims of damages, including but not limited to attorney fees and costs incurred by the Town.

H. EQUAL OPPORTUNITY STATEMENT:

The Town of Fort Myers Beach, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, et seq. hereby notifies all firms and individuals that it will require affirmative efforts be made to ensure equal participation in all contracts. No firm or individual shall be discriminated against on the grounds of race, color, gender, national origin, religious affiliation, sexual orientation, age or disability in consideration for qualification or selection.

I. TAXES:

All Town business licenses, personal property, real estate and other applicable tax requirements shall be met by the successful Respondent.

J. DRUG-FREE WORKPLACE:

The policy of the Town requires that all Service Providers maintain a drug free workplace policy. Consequently, any Service Provider providing goods or services to the Town must comply with all applicable Federal and State Drug Free Workplace Acts.

K. FEDERAL, STATE, LOCAL LAWS:

All Service Providers must comply with all Federal, State and Local laws, ordinances, rules and regulations for conducting business in The Town and performing the prescribed services. Ignorance on the part of the Service Provider shall not, in any way, relieve the Service Provider from responsibility for compliance with said laws and regulations or any of the provisions of these documents.

L. INSURANCE:

All Service Providers shall submit proof of insurance as set forth below. Certificates of insurance written by a company or companies acceptable to the Town shall be submitted to the Town no later than ten (10) days after award of the contract. Failure to do so will disqualify the Service Provider automatically. The award of a contract is conditioned upon such submittal to the Town's satisfaction. Certificates of insurance shall list the Town as the certificate holder and as an additional insured. Insurance shall be maintained during the entire term of the contract, shall include Contractual Liability and Products and Completed Operations Coverage, and shall be of the following forms and limits:

Workers Compensation Coverage for all employees to comply with Statutory Limits in compliance with the applicable State and Federal laws;

Commercial General Liability Insurance with minimum limits of \$1,000,000 each occurrence combined single limit or \$1,000,000 each occurrence/\$1,000,000 general aggregate;

Business Automobile Liability Insurance with minimum limits of \$1,000,000 each occurrence Combined Single Limit or \$1,000,000 each occurrence/\$1,000,000 general aggregate; and

Crime Coverage with minimum limits of \$200,000.

The establishment of minimum limits of insurance by Town does not reduce or limit the liability or responsibilities of Service Provider.

Renewal shall be sent to the Town at least 30 days prior to any expiration date. Service Provider shall ensure that its insurer provides a 30 day notification to the Town in the event of cancellation, renewal, or modification of any required insurance coverage requirements that the Service Provider is required to meet. The Service Provider shall provide the Town with certificates of insurance meeting the required insurance provisions.

M. TIME OF CONTRACT:

The Town anticipates awarding a Service Provider Agreement for a term of one (1) year with an option for two (2) additional terms of one (1) year each, for a possible total of three (3) years. Rates and all other negotiated expenses will remain in effect throughout the duration of the contract term, including renewals, unless amended by mutual agreement of the parties. The resulting Agreement may be terminated by the Town without cause or at its convenience, by the Town giving thirty (30) days' written notice to the Service Provider.

N. TIME FOR CONSIDERATION:

Due to the evaluation process, proposals must remain in effect for at least 90 days after date of opening.

SCOPE OF SERVICES

The Town recognizes the value of tourism to the local economy and desires to enhance both the visitor experience and the economic impact of visitor spending on and near Fort Myers Beach through a program of visitor information in Times Square. To that end, the Town seeks a well-qualified Provider of visitor information services.

The Provider shall perform the following services:

The Town of Fort Myers Beach is seeking proposals for a vendor to provide an information booth structure in the three hundred square foot area designated on the attached map in the Times Square Pedestrian Plaza in downtown Fort Myers Beach, Florida.

- The Town of Fort Myers Beach is seeking the operation of an information booth, with the main goal to promote Fort Myers Beach and Lee County, on the designated site with maximum operating hours from 7:00am-9:00pm, 365 days a year. Hours may vary due to inclement weather and holidays.
- Conditions of operation:
 - No food, drink or sundries will be permitted for sale at the informational booth. ONLY informational brochures and advertisements will be distributed at the booth. The Town reserves the right to provide Town related brochures to the Provider to distribute to the Public.
 - Provider shall provide and pay for the following utilities: a cellular telephone number specific to their business for operations and installation of electricity (with the Towns approval). Trash removal is the responsibility of the Provider;
 - At Providers expense, obtain any and all permits necessary to operate at the location, give all necessary notices, pay all license fees and taxes, (including but not limited to sales tax), and comply with all municipal, county, state, and federal laws, rules, ordinances, and regulations;
 - The Provider shall be solely responsible for all costs of doing business, including but not limited to providing and paying for inventory, personnel costs, all payroll, income, sales and other taxes, incurred by Provider in the course of performance of this agreement;
 - Comply will all applicable laws pertaining to wages, workers' compensation, equal opportunity, and other employment regulation as required by law;
 - Keep the area clean, orderly, attractive, secure, and in a safe and sanitary condition to the satisfaction of the Town. Provider shall not make alterations to any Town furnished property or premises;
 - Employ only persons who meet the health standards prescribed by law or regulation which pertain to the jobs for which they were hired;
- A. The proposer is offering to the Town of Fort Myers Beach the annual sum of \$_____ for the contractual operation of the informational booth.

PROPOSAL SUBMITTAL CHECKLIST

THIS CHECKLIST IS MERELY A GUIDE TO ASSIST THE RESPONDENT IN PREPARING A COMPLETE PROPOSAL SUBMITTAL

IMPORTANT: Please read carefully and follow each item.

Please	check	off each of the following items as the necessary action is completed:
	1.	A cover letter / letter of interest;
	2.	Any literature, or printed material about your company or services provided;
	3	A history and background of your company;
	4.	Any similar project experience(s);
	5.	State what type of organization your business is;
	6.	An explanation of your funding source(s) since there is to be no selling of goods;
	7.	What type of structure will be used for your operation;
	8.	What benefit will selecting you as a vendor bring to the Town of Fort Myers Beach.
	9.	Include a signed copy of each addendum, if any.
	10.	Public Entities Crime Form properly completed, signed and notarized.
	11.	Affidavit Certification Immigration Laws properly completed, signed, and notarized.
	12.	Acknowledge receipt of the Service Provider Agreement as part of the proposal submission, and acknowledge the Service Provider Agreement shall be executed by all parties, in its current form, or note provisions objected to and why.
	12.	Include Exhibit "C" of the Service Provider Agreement with the rental amounts filled in.
	13.	List of subcontractors, including the name and address of each subcontractor, if applicable.
	14.	The mailing envelope must addressed to: Town of Fort Myers Beach - Town Hall 2525 Estero Boulevard Fort Myers Beach, Florida 33931 ATTN: Contracts Manager

15.	The mailing envelope must be <u>sealed</u> and <u>marked</u> " Times Square Information Booth # RFP-15-37-PW " with the due date and time noted. All courier delivered proposals must have the RFP title and number on the outside of the courier packet.
16.	For proper identification, the Respondent's complete name and address must also appear on the exterior of the proposal package.
17.	Submit one (1) original and three (3) identical copies of the complete proposal, and a electronic copy of the same as PDF on CD/DVD or flash drive.
18.	Proposals must be submitted by mail or in person to the address herein no later than

1.

EXHIBIT A - PUBLIC ENTITY CRIME AFFIDAVIT

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sw	orn statement is submitted to
	(print name of public entity)
y	(print individual's name and title)
r	(print name of entity submitting sworn statement)
	(print name of entry submitting sworn statement)
	whose business address is
	and (if applicable) its Federal Employer Identification Number (FEIN) is
If the e	entity has no FEIN, include the Social Security Number of individual signing this sworn statement:
)

- 2. I understand that a "public entity crime" as defined in Paragraph 287.233(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.233 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
 - 1. A predecessor or successor of a person convicted of a public entity crime; or
 - 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate
- 5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

(Rev. 3/20/07)

Neither the entity submitting this sw shareholders, employees, members, or agents entity has been charged with and convicted of	who are active in the managemen	t of the entity, nor any affiliate of the
The entity submitting this sworn starshareholders, employees, members, or agents what been charged with and convicted of a pub	who are active in the management	of the entity, or an affiliate of the entity
The entity submitting this sworn starshareholders, employees, members, or agents whas been charged with and convicted of a pubsubsequent proceeding before a Hearing Office Final Order entered by the Hearing Officer det this sworn statement on the convicted vendor	who are active in the management lic entity crime subsequent to July er of the State of Florida, Division ermined that it was not in the public	of the entity, or an affiliate of the entity 1, 1989. However, there has been a n of Administrative Hearings and the c interest to place the entity submitting
I UNDERSTAND THAT THE SUBMISSIO PUBLIC ENTITY IDENTIFIED IN PARAGAND, THAT THIS FORM IS VALID THROUGH IN ALSO UNDERSTAND THAT I LENTERING INTO A CONTRACT IN EXC 287.017, FLORIDA STATUTES FOR CONTAINED IN THIS FORM.	GRAPH 1 (ONE) ABOVE IS FOUGH DECEMBER 31 OF THE COMMITTED TO INFORM TESS OF THE THRESHOLD A	OR THAT PUBLIC ENTITY ONLY CALENDAR YEAR IN WHICH IT IS THE PUBLIC ENTITY PRIOR TO MOUNT PROVIDED IN SECTION
		(Signature)
Sworn to and subscribed before me this	day of	, 20
Personally known		
OR Produced Identification	Notary	Public – State of
(Type of Identification)	My Co	ommission expires
commissioned name of notary public)	(Printed typed or stampe	d

EXHIBIT B - AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

				Date:	, 20
TOWN OF FORT MYERS I CONTRACTOR WHO KNOW VIOLATION OF THE EMPLO 274A(e) OF THE IMMIGRATION	WINGLY EMPL DYMENT PROV	OYS UNAUTHORIZE ISIONS CONTAINED	D ALIEN WO	ORKERS, CONSTIT	UTING A
TOWN OF FORT MYERS I UNAUTHORIZED ALIENS A RECIPIENT OF THE EMPLO GROUNDS FOR UNILATER	VIOLATION OF	F SECTION 274A (e) SIONS CONTAINED IN	OF THE INA. I SECTION 27	SUCH VIOLATION 4A (e) OF THE INA S	N BY THE
PROVIDER ATTESTS THAT (SPECIFICALLY TO THE 198	THEY ARE FU 86 IMMIGRATIO	LLY COMPLIANT WIT ON ACT AND SUBSEC	H ALL APPLI QUENT AMEN	CABLE IMMIGRATION DMENTS).	ON LAWS
Company Name:					nogranism distribu
	(Signature)		(Title)	(Date)	Controlled and Contro
STATE OF					
COUNTY OF					
The foregoing instrument, 20,	was signed by	and acknowledged	before me	thisday who has produced	of
(Type of Identification and Nu		as identification.			
(Type of Idontinodion and Ti	arris 61)				
Notary Public Signature	again, a tanan an an ann an ann an ann an air an				
Printed Name of Notary Publ	ic				
Notary Commission Number/	/Expiration			8	

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. TOWN OF FORT MYERS BEACH RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is entered into on this _	day of	, 20
by and between the Town of Fort Myers Beach, 2525 Estero Bou	levard, Fort Myers Beach	, FL
33931, a chartered municipality of the State of Florida (hereafter "Town"),	and (COMPANY NAME),	with
an address of (Company Address) (hereafter "Provider).		

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

- 1. <u>Scope of Services.</u> Provider shall perform all services and work necessary as set forth in "Scope of Services" which is attached hereto as Exhibit "A" and made a part of this Agreement. Provider warrants and represents that it is qualified, willing and able to provide and perform all such services in accordance with the terms of this Agreement. The parties shall have the ability to modify the Scope of Services by mutual written agreement, except that the Town shall have the unilateral right to exclude specified services hereunder for any reason upon prior written notice to Provider.
- 2. <u>Term.</u> The term of this Agreement shall be one (1) year, with an additional two (2) one year terms available, commencing on (date) and terminating on (date).
- 3. <u>Payment Obligation.</u> The Provider shall pay for all requested and authorized services rendered hereunder by the Town and completed in accordance with this Agreement, as set forth in Exhibit "B," which is attached hereto and made a part of this Agreement. The Town's invoice statements shall be one invoice, containing a breakdown of charges, locations, description of service(s) and work provided and/or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in this Agreement. In the event of a dispute as to the Provider's payment obligation, the Provider shall pay the undisputed amount, if any, within thirty (30) days of the date of the invoice.
- 4. <u>Provider's Obligations.</u> The Provider's obligations shall include, but are not limited to, the following:
 - a) <u>Licensure.</u> The Provider shall maintain all licenses and/or certifications required by any governmental agencies responsible for regulating and licensing the services provided and performed by the Provider.
 - b) <u>Provision of Services</u>. The Provider shall perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies which regulate or have jurisdiction over the services to be provided and/or performed by the Provider. All personnel assigned by Provider hereunder will be qualified to perform such duties. Provider shall designate one (1) person as the point of contact for the Town regarding its duties hereunder. Provider is solely responsible for all taxes incurred by Provider and shall make all deductions required of employers by state, federal and local laws.
 - c) <u>Non-Waiver.</u> Neither review, approval, nor acceptance by Town of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the Provider, shall in any way relieve Provider of responsibility for the adequacy, completeness and accuracy of its services, work and materials.

- d) <u>Indemnity and Hold Harmless</u>. The Provider shall indemnify and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Provider and persons employed or utilized by Provider in the performance of the construction contract.
- e) <u>Non-Public Information</u>. The Provider agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the Town's prior written consent, or unless incident to the proper performance of Provider's obligations hereunder, or as provided for or required by law, any non-public information concerning the services to be rendered by Provider. Provider shall require all of its employees and subcontractor(s) to comply with the provisions of this paragraph.
- f) <u>Statutory Duties.</u> The duties and obligations imposed upon the Provider by this Agreement and the rights and remedies available to the Town hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.
- g) <u>Disclosure.</u> The Provider warrants it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift or other compensation contingent upon or resulting from the award or making of this Agreement.
- 5. Commencement and Completion of Work. The Town shall provide written notice to the Provider that it is authorized to commence work. Time is of the essence in the performance of this Agreement. The Provider thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion. Should the Provider fail to commence, provide, perform, and/or complete any of the services and work required hereunder in a timely and diligent manner, the Town may terminate this Agreement, in addition to any other remedies the Town may have.
- 6. <u>Insurance.</u> The Provider shall have, and maintain, during the entire period of this Agreement, all such insurance (or self-insurance) as set forth on Exhibit "A". Each Certificate of Insurance shall include the name and type of policy and coverages provided; the amount or limit applicable to each coverage provided; the date of expiration of coverage; the designation of the Town of Fort Myers Beach as additional insured and as certificate holder, except as to Professional Liability Insurance and for Workers' Compensation Insurance. Should any of these policies be cancelled before the expiration date thereof, Provider shall instruct the issuing company to mail thirty (30) days written notice to the Town of such cancellation.
- 7. Inclusion of Additional Documents. Any request for bids and/or request for proposal and all exhibits or other attachments thereto as issued by the Town are hereby incorporated herein by reference. In addition, the following Exhibits are attached hereto and hereby incorporated by reference: Exhibit "A"; Exhibit "B"; Exhibit "C"; Exhibit "D"; Exhibit "E"; Exhibit "F".
- 8. <u>Termination of Agreement.</u> Either party may terminate this Agreement without cause upon thirty (30) calendar days' prior written notice to the other, in which case the Town shall compensate the Provider for all services performed prior to the effective date of termination and reimbursable expenses then due.

- 9. <u>Assignment, Transfer and Subcontracts.</u> The Provider shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from the merger or consolidation of Provider with a third party. The Provider shall have the right, subject to the Town's prior written approval, to employ other persons and/or firms to serve as subcontractors to Provider in connection with its performance of services and work pursuant to this Agreement.
- 10. <u>Maintenance of Records.</u> The Provider will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to this Agreement. Said records and documentation will be retained by the Provider for a minimum of two (2) years from the date of termination of this Agreement, or for such period as required by law. The Town and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the Town deems necessary during this Agreement the next succeeding two (2) years.
- 11. <u>References to Town.</u> All references to "the Town" or "the Town of Fort Myers Beach" shall be deemed to include its employees, agents, and/or authorized representatives.
- 12. <u>Modification.</u> Except as set forth in Paragraph 1 above, modifications to this Agreement shall only be valid when made in writing and signed by both parties. In the event of any conflict between the requirements, provisions, and/or terms of this Agreement and any subsequent written modification hereto, the most recently executed document shall take precedence.

13. Miscellaneous Provisions.

- a) Applicable Law. This Agreement shall be governed by the laws of the State of Florida.
- b) <u>Non-Discrimination</u>. The Provider covenants that in the furnishing of services hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- c) <u>Headings.</u> The headings of the Articles, Sections, Exhibits, and Attachments in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.
- d) <u>Entire Agreement.</u> This Agreement, including any Exhibits, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.
- e) <u>Notices.</u> All notices hereunder shall be in writing and shall be sent via U.S. Postal Service, first class mail, to the other party's address as listed at the beginning of this Agreement. Either party may change its address by prior written notice to the other party.

IN WITNESS WHEREOF, the parties have execu	ted this Agreement as set forth below.
TOWN OF FORT MYERS BEACH	ATTEST:
BY: Don Stilwell, TOWN MANAGER	BY: Michelle Mayher, TOWN CLERM
PROVIDER: (COMPANY NAME)	
BY:Signature	Witness Signature
Printed name of person signing	Printed name of witness
Title (printed)	

EXHIBIT "A"

то	THE	SERVICE	PROVIDER	CONTRACT	DATED	THIS	day	of	_,
20_							PROVIDER.		-8

- 1. SCOPE OF SERVICES: The Provider shall perform the following services under this Agreement:
 - Operation of an information booth within the leased area in Times Square Pedestrian Plaza with the main goal to promote Fort Myers Beach and Lee County, on the designated site with maximum operating hours from 7:00am-9:00pm, 365 days a year. Hours may vary due to inclement weather and holidays.
 - Conditions of operation:
 - No food, drink or sundries will be permitted for sale at the informational booth. ONLY
 informational brochures and advertisements will be distributed at the booth. The Town
 reserves the right to provide Town related brochures to the Provider to distribute to the
 Public.
 - Provider shall provide and pay for the following utilities: a cellular telephone number specific
 to their business for operations and installation of electricity (with the Towns approval).
 Trash removal is the responsibility of the Provider;
 - At Providers expense, obtain any and all permits necessary to operate at the location, give all necessary notices, pay all license fees and taxes, (including but not limited to sales tax), and comply with all municipal, county, state, and federal laws, rules, ordinances, and regulations;
 - The Provider shall be solely responsible for all costs of doing business, including but not limited to providing and paying for inventory, personnel costs, all payroll, income, sales and other taxes, incurred by Provider in the course of performance of this agreement;
 - Comply will all applicable laws pertaining to wages, workers' compensation, equal opportunity, and other employment regulation as required by law;
 - Keep the area clean, orderly, attractive, secure, and in a safe and sanitary condition to the satisfaction of the Town. Provider shall not make alterations to any Town furnished property or premises:
 - Employ only persons who meet the health standards prescribed by law or regulation which pertain to the jobs for which they were hired;

The propos	er is	offering	to th	ne Town	of Fort	Myers	Beach	the	annual	sum	of	\$ for	the
contractual	opera	ation of the	ne int	formation	nal bootl	h.							

- 2. INSURANCE: The Provider shall obtain and maintain the following insurance coverages:
 - a) Workers Compensation Coverage to comply for all employees for Statutory Limits in compliance with the applicable State and Federal laws;
 - b) Employer's Liability with a minimum limit per accident in accordance with statutory requirements;
 - c) Commercial General Liability Insurance with minimum limits of \$500,000 per occurrence and \$500,000 aggregate for Bodily Injury Liability and a minimum limit of \$500,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.
 - d) Business Automobile Liability Insurance with minimum limits of \$500,000 per person and \$500,000 per accident for Bodily Injury Liability and a minimum limit of \$500,000 for Property Damage Liability, or a minimum combined single limit of \$500,000, with coverage including owned vehicles, hired and non-owned vehicles, and employee non-ownership.

EX	HI	B	IT	"B"	9
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ТО	THE SERVICE PROVIDER CONTRACT DATED THIS	DAY OF	
20_	BETWEEN THE TOWN AND (COMPANY NAME)	, PROVIDER.	

PAYMENT OBLIGATION

- 1. The Provider shall pay the Town the sum offered in Exhibit "C":
- 2. Town shall receive reimbursement for out-of-pocket expenses from the Provider as follows:

To be decided, and approved by both parties, prior to any occurance.

EXHIBIT "C"

TO THE SERVICE PROVIDER CONTRACT DATED THISDAY OF, 20 BETWEEN THE TOWN AND (COMPANY NAME), PROVIDER.
<u>ACKNOWLEDGEMENT</u>
The proposer is offering to the Town of Fort Myers Beach the annual sum of \$ for the contractual operation of the informational booth.
Total Annual proposal \$
Additional Comments:

